



**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH) KOTA PROJECT**

RAWATBHATA ROAD, P.O. ENGINEERING COLLAGE, KOTA-324010 (RAJ.)
Phone No. : 0744-2471183 Fax : 2980159, Email : tilamsangh@gmail.com, GSTIN : 08AAAAR9285K1ZV

TENDER NOTICE

Sealed tenders, from reputed parties, are invited for supply of 1.0 MT Co-extruded 5-Layer Nylon Barrier Film (Printed) up to 1:00PM on 08.02.2019. Details may be seen in the tender document available at www.tilamsangh.com or <http://sppp.rajasthan.gov.in>.

General Manager



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TENDER NOTICE

Sealed tenders, on prescribed tender form, are invited from reputed parties, for supply of **1.0 MT .Co-extruded 5-Layer Nylon Barrier Film (Printed)**, for edible oil filling, as per the details mentioned therein. Interested parties may either obtain the tender form from this office by hand on a payment of Rs. **500/-** in cash, during working hours up to **5:00 PM** on **07.02.2019** or download it from the Govt. Portal <http://sppp.rajasthan.gov.in> or Tilam Web www.tilamsangh.com. The downloaded form shall be required to be accompanied by a DD of Rs. **500/-** towards its cost (other than EMD). Sealed tenders, along with an EMD of **Rs 6500/-**, which may also be deposited either in cash or in the form of DD, may be submitted in this office up to **1:00PM** on **08.02.2019** and shall be opened at **03:00 PM** on the same day, in presence of intending tenderers . All the DDs are to be prepared in favour of “Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd.” payable at Kota. Late received tenders shall not be considered and we shall not be responsible for any postal/ transit delay. The undersigned reserves the right to accept or reject, any or all bids, partially or fully without assigning any reason, thereof.

General Manager



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**TENDER FORM
(For Printed Pouch Film)**

1. Tender Ref. No. : T-P 1/19
2. Tender Document Fee : Rs.500/-
3. Last Date of issue of Tender form from this office : Upto 05.00 PM on 07.02.2019
4. Last Date & Time of receipt of Tender : Upto 01.00 PM on 08.02.2019
5. Date & Time of opening of tender: At 03:00 PM on 08.02.2019
6. Place of Tender opening : Tilam Sangh Rajasthan, Kota Project, Kota
7. Tender item : **Supply of Co-extruded 5-Layer Nylon Barrier Film** of 110 Micron printed in 7-8 colours, as per the artwork to be seen in this office.
8. Tender Value : Apprx. Rs. 3.25 Lacs.

General Manager
R.R.T.U.S., Kota

Declaration

I/We have read and understood all the terms and conditions of this tender document including all its Annexures, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in the document. I am (Prop./Director/Manager) in the bidding firm and am authorized to submit this bid. The authority letter in this regard is attached herewith.

Signature of Bidder
with Name, Designation & Seal



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Annexure-1

Details of Bidder

1. Name of the Party/Firm :
2. Name of authorized person :
3. GSTIN :
4. Registered Address :
.....
.....
5. PAN :
6. E-mail ID :
7. Phone No./Mobile No. :

Certified that the information furnished above by me is true and correct to the best of my knowledge and belief. I understand that if anything is found false or incorrect, this bid shall be liable for rejection.

Signature of Bidder
with Name, Designation & Seal



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Annexure-2

Details, terms and conditions of the tender

A. Details of Supply, for which rate is to be submitted :

- i) **Requirement** : **Supply of Co-extruded 5-Layer Nylon Barrier Film** of 110 Micron printed in 7-8 colours, as per the artwork to be seen in this office.
- ii) **Quantity** : 1000 Kg.
- iii) **Supply Destination** : Kota Project of Rajasthan Rajya Tilhan Utpadak Sakhari Sangh Ltd.

B. EMD : Rs. 6500/-. It is to be deposited either in cash or in form of DD favouring “Rajasthan Rajya Tilhan Utpadak Sakhari Sangh Ltd.” payable at Kota.

C. Payment Term :

100% payment shall be released within 15 days of supply of material and bill, subject to approval of quality by plant authorities.

D. Validity of Bid : 45 days from the date of opening.

E. Supply Period :

The material is required to be supplied within 30 days (negotiable) of issue of confirmed order.

F. Submission of Rate and Evaluation of Bid :

Rate and taxes for pouch film are to be quoted in the format given at Annexure-4, under the head “Rate Submission Form”, in which the freight and other component, if any, should be incorporated in basic rate (column no. 3). Only GST, as applicable is to be mentioned other than the basic rate.

The art work of pouch film towards printing may be seen in this office at any time during working hours. After assessing the requirement of electronic cylinders, their cost may be incorporated in the cost of pouch film to be quoted. The comparative evaluation shall be made on the basis of FOR cost of each kg. printed pouch film.

G. Essential Conditions :

1. Party submitting the rate, is required to possess the GSTIN, which is to be mentioned in the space provided for it and in lack of which the bid shall not be considered.
2. Only genuine manufacturers/suppliers are required to submit the rate.

General Manager



RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
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Annexure-3

GENERAL TERMS & CONDITIONS

1. The bidder shall have to carefully study and understand the conditions, specification and technical requirements of the **item** to be supplied. If he has any doubt about the meaning of any term, conditions or specification etc., he should refer to the General Manager and get clarification. The decision of the Project regarding interpretation of the conditions shall be final and binding on the bidders.
2. This tender shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
3. The bidder should be in possession of GSTIN. No manufacturer/supplier, who is not registered under the GSTIN, shall participate in bidding. The GSTIN is required to be quoted in all relevant documents.
4. The bidder shall be responsible for packing & forwarding, loading/handling and transportation of material to our project. All losses occurred, in this process, shall be in supplier's account.
5. The successful bidder shall have to supply the material within the specified time schedule as mentioned in the tender document/PO.
6. In case the supply of the material is found to be sub standard or not as per the norms/specification, it shall be rejected and the PO shall be cancelled.
7. The project reserves the right to accept any bid. The PO may be awarded in part or full, as per our requirement.
8. In case, the legal proceedings are felt to be required by the bidder or the project, the same shall be dealt at the Kota jurisdiction only.
9. In case, the supply is delayed due to some reason or the other, the liquidated damages for delay, as decided by the project (maximum 10%) shall be imposed, that shall be acceptable to bidder.
10. If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case, none of such conditions will be deemed to have been accepted, unless specifically mentioned in the letter of acceptance of tender issued by the General Manager.
11. The General Manager, Tilam Sangh, Kota reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
12. If deemed fit, the project shall depute its representative for inspection of material at bidder's site prior to its dispatch for which the bidder should have no objection.
13. In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.

General Manager R.R.T.U.S.S.Ltd. (Tilam Sangh)

Kota Project, Kota

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall –

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to :
 - (a) have controlling partners/shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of the Bid; or
 - (d) have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - (e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No. dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Tilam Sangh as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date :

Signature of Bidder

Place :

Name :

Designation

Address

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is The Managing Director, Tilam Sangh Jaipur.
The designation and address of the Second Appellate Authority is The Administrator, Tilam Sangh Jaipur.

(1) Filing an Appeal :

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings :

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases :

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(f) Form of Appeal :

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(5) Fee for Filing Appeal :

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) Procedure for Disposal of Appeal :

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. of
Before the

1. Particular of the appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act By which the appellant is aggrieved :

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative :

5. Number of affidavit and documents enclosed with the appeal :

6. Ground of appeal :

.....
.....
..... (Support by an affidavit)

7. Prayer :

.....
.....

Place

DateAppellant's Signature

Additional Conditions of Contract

1. Correction of Arithmetical Errors :

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis :

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

2. Procuring Entity's Right to Vary quantities :

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in **Annexure D** that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota



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Annexure-4

Rate Submission Form

	Particulars	Quantity	FOR Rate per Kg., exclusive of GST	Total GST, as applicable	FOR Rate per Kg. of printed pouch film, inclusive of all (3+4)
	1	2	3	4	5
1	Supply of Co-extruded 5-Layer Nylon Barrier Film of 110 Micron printed in 7-8 colours, as per the artwork to be seen in this office and as per tender details	1000 Kg.			

FOR Rate per kg. of printed pouch film, inclusive of all (in words) :

Note :

1. Total GST to be mentioned in Column No. 4 should be the sum of all or any type of GST e.g. CGST, SGST and IGST.
2. The comparison shall be made as per the "FOR Rate per Kg. of printed Pouch Film, inclusive of all", mentioned in Column No.5.

Signature of the Bidder with Name, Designation & Seal

